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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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JOINT STIPULATION AND AGREED ORDER COMPROMISING
AND ALLOWING PROOFS OF CLAIM NUMBERS 2174 AND 2175
(UNIVERSAL TOOL & ENGINEERING COMPANY, INC.)

Delphi Corporation and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and Universal Tool & Engineering Company, Inc. ("Universal Tool") respectfully submit this Joint Stipulation And Agreed Order Compromising And Allowing Proofs Of Claim Numbers 2174 And 2175 (Universal Tool And Engineering Company, Inc.) (the "Stipulation") and agree and state as follows:

WHEREAS, on October 8, 2005, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended, in the United States Bankruptcy Court for the Southern District of New York.

WHEREAS, on March 3, 2006, Universal Tool filed proof of claim number 2174 ("Proof of Claim 2174") and proof of claim number 2175 ("Proof of Claim 2175," together with Proof of Claim 2174, the "Proofs Of Claim") against DAS LLC. Proof of Claim 2174 asserts an unsecured non-priority claim in the amount of \$234,500.00 for rent under a lease for property at 8700 North Hague Rd., Indianapolis, Indiana and certain unliquidated amounts ("Claim 2174"). Proof of Claim 2175 asserts an unsecured non-priority claim in the amount of \$1,525,236.87 for (i) rent from February 1, 2006 to January 31, 2007 in the amount of \$585,803.11 under a lease for property at 8750 North Hague Rd., Indianapolis, Indiana (the "Real Estate") and (ii) unpaid additional improvements (the "Additional Improvements") to the Real Estate in the amount of \$939,433.76 and certain unliquidated amounts ("Claims 2175," and together with Claim 2174, the "Claims").

WHEREAS, on October 31, 2006, the Debtors objected to Claim 2175 pursuant to the Debtors' (I) Third Omnibus Objection (Substantive) Pursuant to 11 U.S.C. § 502(b) and

Fed. R. Bankr. P. 3007 to Certain (A) Claims With Insufficient Documentation, (B) Claims Unsubstantiated by Debtors' Books and Records, and (C) Claims Subject to Modification and (II) Motion to Estimate Contingent and Unliquidated Claims Pursuant to 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection").

WHEREAS, on November 22, 2006, Universal Tool filed its Response To Third Omnibus Claims Objection (Claim Nos. 6878, 11114 And 2175) (Docket No. 5878) (the "Response").

WHEREAS, on May 1, 2007, EnerDel, Inc. ("EnerDel") and Universal Tool entered into an agreement whereby EnerDel agreed to make 12 monthly payments of Forty-Two Thousand, Four Hundred Thirty Dollars And Ninety-Two Cents (\$42,430.92) each to Universal Tool to reduce the balance owed for the Additional Improvements to the Real Estate.

WHEREAS, on August 24, 2007, the Debtors objected to Claim 2174 pursuant to the Debtors' Twentieth Omnibus Objection Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Duplicate And Amended Claims, (B) Insufficiently Documented Claims, (C) Claims Not Reflected On Debtors' Books And Records, (D) Untimely Claim, And (E) Claims Subject To Modification, Tax Claims Subject To Modification, Modified Claims Asserting Reclamation, Consensually Modified And Reduced Tort Claims, And Lift Stay Procedures Claims Subject To Modification (Docket No. 9151) (the "Twentieth Omnibus Claims Objection"). The Debtors subsequently withdrew their Twentieth Omnibus Claims Objection with respect to Claim 2174.

WHEREAS, on December 21, 2007, the Debtors again objected to Claim 2174 pursuant to the Debtors' Twenty-Fourth Omnibus Objection Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To (A) Duplicate Or Amended Claims, (B) Claims Not Reflected On

Debtors Books And Records (C) Untimely Claims, And (D) Claims Subject To Modification, Modified Claims Asserting Reclamation, And Claim Subject To Modification That Is Subject To Prior Order (Docket No. 11588) (the "Twenty-Fourth Omnibus Claims Objection").

WHEREAS, as of the date of this Settlement Agreement, Universal Tool has received ten of the twelve monthly payments to be made by EnerDel with respect to the Additional Improvements to the Real Estate and two additional monthly payments for the Additional Improvements are due from EnerDel in March and April, 2008.

WHEREAS, on March 13, 2008, to resolve the Twenty-Fourth Omnibus Claims Objection with respect to Proof of Claim 2174, and to resolve the Third Omnibus Claims Objection with respect to Proof of Claim 2175, DAS LLC and Universal Tool have agreed to enter into a settlement agreement (the "Settlement Agreement").

WHEREAS, pursuant to the Settlement Agreement, DAS LLC acknowledges and agrees that Claim 2174 shall be allowed in the amount of \$234,500.00 and shall be treated as an allowed general unsecured non-priority claim against the estate of DAS LLC.

WHEREAS, pursuant to the Settlement Agreement, DAS LLC acknowledges and agrees that Claim 2175 shall be allowed in the amount of \$1,016,065.83 and shall be treated as an allowed general unsecured non-priority claim against the estate of DAS LLC, subject to Universal Tool's right to assert a claim under the circumstances described in paragraph 2 herein.

WHEREAS, DAS LLC is authorized to enter into the Settlement Agreement either because the Claim involves ordinary course controversies or pursuant to that certain Amended And Restated Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 8401) entered by this Court on June

26, 2007.

THEREFORE, the Debtors and Universal Tool stipulate and agree as follows:

1. Claim 2174 shall be allowed in the amount of \$234,500.00 and shall be treated as an allowed general unsecured non-priority claim against the estate of DAS LLC.
2. Claim 2175 shall be allowed in the amount of \$1,016,065.83 and shall be treated as an allowed general unsecured non-priority claim against the estate of DAS LLC; provided, however, that in the event EnerDel fails to make any of the payments related to Claim 2175 (the "EnerDel Payments") to Universal Tool due for the months of March and April, 2008, Universal Tool shall retain the right to reassert a claim against DAS LLC in an amount not to exceed \$84,861.84, for the amount of any EnerDel Payments that EnerDel fails to make to Universal Tool and the rights of the Debtors to contest the same are reserved and nothing in this Stipulation constitutes or should be construed to waive those or any other rights with respect to the EnerDel Payments.
3. Universal Tool shall withdraw its Response to the Third Omnibus Claims Objection (with respect to Claim No. 2175 only) with prejudice.

So Ordered in New York, New York, this 2nd day of April, 2008

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND
APPROVED FOR ENTRY:

/s/ John K. Lyons

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